

1882-028
Lee Co.

Chancery Causes: Adm. of Thomas Flanary vs Ira G. Sprinkle &c

Hambler, Hurst, Richmond, Morgan, Smyth, Loyd, Dickinson,
Olinger, Cook, Drake, Flanery, Crabtree, Garrett, Jesse,
Litton, Pridemore, Horton, Minter

- Deed

CA-Debt
T-Property

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County.

Your orator Charles L. Hamblin
sheriff administrator of the estate of
Thomas Flanery deceased, humbly com-
plaining sheweth unto your Honor
that his intestate, at the Term of
the County Court of Lee County obtained
a judgement against one Ira P. Sprinkle
for the sum of \$68. with legal interest
thereon from the 1st day of January 1862, and
\$6.66. Costs. Upon this judgement a fieri
facias issued from the said Clerks office
and made returnable to the November rule
1870, and was placed in the hands of
William W. Sage then high sheriff of
Paul County for collection, and was returned
by him enclosed "no property found liable to
levy" a copy of this fieri marked S. will
be found with this bill and is prayed to
be considered as part hereof.

Your orator further alleges that at the
time of the rendition of said judgement
the said sprinkle was the owner of
valuable real estate, situated about 8
miles East of Jonesville, and farm known
as his home place and on which he then and
now resides - Also an other farm adjoining
the same known as the "Venable" tract and

and perhaps others not known to your orator.
There was at that time also upon record
a deed of trust executed by said Sprinkle
to Wm. S. Gurst trustee in a part of these
lands, to secure various creditors, of the
said Sprinkle, to wit. Marion S. Richmond
Henry L. Morgan, John Smyth, the Executors
of Bazel Dickenson deceased. And perhaps
others. Nearly all these creditors however
your orator is informed have failed, yet
the said lands have never been recovered
by said Trustee. This said deed bears date 17
July 1868, and ran till first Jan. 1870 or the
expiration of the then stay laws. A copy
of which said deed marked "C" will be
found herewith filed as per hereof.
After this and after the revocation of the
Judgement of your orators nistate, to wit
on the 5th day of September 1872, the said
sprinkle and one John C. Alinger, who
set up some kind of claim to said lands
executed to one A. L. Pickens trustee
an other deed of trust to secure one
Johnson P. Norton administrator with the
will annexed of the estate of Kevin Kidgore
deceased the sum of \$1000. payable annually
in installments of \$200. Thus running for five
years from the first day of Jan. 1874.

A copy of this deed marked "D." will be
forwarded herewith filed as part hereof.

Your orator alleges that said trustee A. L. Richmond
trustee, and attorney of said Johnson P. Horton
actors as aforesaid and said Oliver had full
knowledge of said judgment at the
time and before the ~~execution~~ execution of
the deed last aforesaid, and hence cannot
affect your orators said judgment.

He alleges that his said judgment is a lien
on the said lands of the said Sprinkle subject
to the first deed of Trust aforesaid and
that the said lands will fully pay all
claims in said deed of trust to first
trustee and your orators said judgment.

He therefore asks that, the same be entered
or sold to satisfy his said judgment
which is the object of this bill.

His prayer therefore is that Ira F. Sprinkle
William S. Hurst Trustee, Chauncey S. Richmond
Henry L. Morgan John Smith, James T. Loyal
executor of Bayl Dickinsons estate John C. Oliver

John M. G. F. Cook actors of C. Cook deceased Martin Drake
Elkanah Fleming, George Crabtree actors of James Hannell's estate Leander S. Pitter
A. L. Richmond Trustee and Johnson P. Horton

actors with the will annexed of the estate of
Kiram Kilgore deceased be made parties
defendants to this bill, that the said Wm. S.
Hurst Trustee, and the creditors under his said
deed and Ira F. Sprinkle answer on oath

£ 7.34
 £ 15.00
 £ 8.00

£ 30.34
 £ 23.44 to Jan 1877.
 £ 32.88

£ 2.16 to Jan 1878.
 £ 5.00 Estimated
 £ 40.04
 £ 2.16 to July 1881.
 £ 1.84

H.P.

C. L. Harris Clerk

Wm. Rice, Chy

Jas. G. Sprinkle, Secy

Exhibits A. B. C.

1874 Oct Bill Lilled Spas Exced
 & Decree nisi.

" Nov D. N. Court & act for
 hearing day Plff.

" Nov Decree nisi of S. C.
 Sprinkle, J. C.

" Nov Court order & Court
 1875 Nov Court.

" Aug Decree to grant &
 " Nov 1875 Court.

1876 Mr. Aug & Nov Court.
 1877 Mr. Aug & Nov Court.

1878 Court this year.
 1879 Mr. Aug & Nov Court.

1880 Mr. Aug & Nov Court.
 1881 Mr. Court.

1882 Mr. Court. Aug Court.

what sums have been paid in conformity with
 said trust and what sums are still due. That
 A. L. Prichard trustee, and Johnson P. Carter
 answer, ^{mostly} whether or not they at the time and before
 the execution of the said deed of trust to them had
 full knowledge of your creditors said judgment.
 And upon a hearing your creditors can be enforced
 against said lands - that the same be rented or sold
 to pay the same: and he asks nothing against said
 trustees or creditors, beyond the information asked
 for. That if necessary a sale be directed under the
 first deed; and for all other further & general
 relief may defer issue &c.

Wm. Rice

To the Hon. John A. Kelly Judge of the Circuit Court
of Lee County:

The answer of Henry J. Morgan, to the bill
of Complaint of Charles L. Hamblen admr of Thomas
Hamery deceased filed in this Honorable Court against
him and others, respectfully represents:

That he believes it is true, as alleged by the plaintiff
that he obtained the judgment set out in the bill, at
the time stated, which operates as a lien upon the
real estate of the defendant Sprinkle subject however
to the prior encumbrances thereon.

This respondent now states that it is true, as
alleged by the plaintiff, that on the 17th day of July,
1868 - the said Co- defendant Ira G. Sprinkle did
execute a deed of Trust upon his real and personal
estate, to William S. Hurst Trustee, to secure the
several debts therein mentioned among whom
this respondent was one. That at that time
the said Ira G. Sprinkle and William S. Hurst were
indebted to him in the sum of \$96.14 and as an
evidence thereof, on said 17th day of July 1868 they
executed to this respondent their joint writing oblig-
atory sealed with their seals & signed by them.

with their proper Signatures & which is now here-
in filed as a part of this answer marked (A & B)
by which they bound themselves one day after the
date thereof to pay this respondent said Sum
of \$96.14 but of said Sum \$58.15 was a debt due
and owing by said Hurst to this respondent and
\$37.99 the residue thereof was a debt due and
owing by said Sprinkle. Since the execution
of said writing obligating Trust on the 25th day of
May 1871. The said Ira S. Sprinkle paid to this
respondent the Sum of \$13.77 which is credited on
the back of said note. This respondent now
charges that the balance of said writing obligating
after deducting said credit is now justly due
owing him from said Sprinkle & Hurst and that
the same constitutes a valid and Substantive lien
upon the real estate in the folks bill mentioned
and must be paid out of the proceeds of the sale
thereof, should such be decreed in the cause.

This respondent now States, that as to the debt
in said deed of Trust mentioned as being due this
respondent as Comr. amounting to \$185.00 with interest

from August the 20th 1866, that it is true, that
said Ira G. Sprinkle at the time said trust
deed was executed was indebted to him in the
sum, with interest from the time therein stated
And that Lewis Bailey was the security for the payment
of said sum. But long since said trust deed was
executed, the said Ira G. Sprinkle procured one
James P. Kelly to whom he had sold some real estate
to pay said debt of \$185.00 with the interest thereon
And this respondent now states that said Kelly
pursuant to said arrangement has fully paid
and discharged said debt, so that the real
estate of said Sprinkle is released from any further
liability on account thereof.

This respondent further states, that at the time
said trust deed was executed, that the defendant
Sprinkle was indebted to him as adm^r of William
Barnes deceased in a sum varying somewhere
between \$30.00 and \$50.00 but the precise sum he
cannot now state, and that said indebtedness was
certified by one two or three bonds, signed by said
Sprinkle, and probably by others as his surety, but by
whom this respondent does not now remember,

These bonds or evidences of debt, were sometime
after the execution of said trust deed assigned
and transferred by this respondent as admr of said
Eames with all his rights and remedies to one
Patrick Hagan by whom the same are now held
as he recently informed. And this respondent
now charges that whether these debts amount to
the precise sum stated in said trust or not
except that they are in truth and in fact the
identical debts intended to be secured thereby that
said Hagan is justly entitled to the money secured
thereby.

By reference to a copy of the said deed of trust
filed by the plff with his bill, it will be seen
that the said Ira G. Sprinckle undertook by the
execution thereof to secure to John Smith among others
the sum of \$67.00 ^{for a note} given some time in 1866. This res-
pondent now charges that the debt thus intended
to be secured was instd of \$67.00 intended to secure
a debt of \$73.00 due the said John Smith, and was
and is evidenced by a bond for that sum executed
on the 29th day of September 1866 due and payable

the first day of January thereafter, and which
bond is now filed herewith as a part of this answer
marked (A6) And on which there appears to
have been paid, on the 20th day of February 1871
the sum of \$25.00 as shown by a credit endorsed thereon.

This respondent now avers that on the 1st
day of January 1875 the said John Smith assigned
to him of that debt the sum of \$51.32 to secure
a debt due the late firm of Everett & Barnes from one
William R Orr deed and to Marvin D. Richmond
the sum of \$11.32 due him from said Orr, all which
is shown by a writing filed with said state or bond.

This respondent having now answered so far
as he deems material to answer says hence
to be described with his costs

Henry J. Morgan

I do swear that so far as any facts are stated in
the foregoing answer depending upon my own knowledge,
that they are true as I verily believe and so far
as stated upon information derived from others I
believe them to be true so help me god

Sworn to before me by H. J. Morgan This 10th March 1875 } Henry J. Morgan
J. R. }

Henry J. Morgan

Dr { Ancestry

to L. H. Morgan & Co.

Exhibits A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

To the Honorable A. Kelley Judge of the
circuit court of Lee County Va. duly sitting
The joint demurrer & answer
of Ira B. Sprinkle to the bill of complaint
exhibited in this honorable court against the
respondent & others by C. L. Hamblin Admr &c.

For answer thereto says, he is
advised there is no matter or thing
in said bill contained good & sufficient
in law to call this debt to answer
in this honorable court but that
there is good cause of demurrer
thereto & he does demur accordingly,
& prays judgment whether further
answer be required &c.

Not waving said demurrer
but relying thereon, should further answer
be required this respondent says, the judg-
ment sued on by an agreement made by
the decedent in his lifetime with John
arkas & Bell his son-in-law, was assigned
& transferred to said Bell for a valuable considera-
tion; and that said Bell is indebted to your
respondent in a much larger sum of money
than the judgment, which your respondent is willing
shenby offers to set off against the same, ~~that~~
facts are as follows, your respondent and said
Bell married daughters of the decedent Thomas
Flaury - your respondent married some years before
said Bell did, and had by his wife one child
a daughter, and upon the death of your respon-
dents wife, which occurred before said Bell
was married, your respondent left his daughter

North Henry

with his wife's sisters under a contract, at the time this occurred your respondent left a splendid side saddle worth at least \$25.00 with his daughter, his sister in law took the saddle & used it agreeing to furnish his said daughter ~~another~~ upon her arriving a trage sufficient to need a saddle this ~~fact~~ her husband ~~represents~~ ~~that~~ this occurred in the year 1858, your respondent charges that said sister in law North Henry and North Bell, (she having married said Bell as before said) did not furnish said saddle or in any way compensate thereof either respondent or his daughter. Your respondent also represents that in the year 1864 having learned that his daughter had not been provided with a saddle according to the agreement aforesaid & being desirous that she should have one he purchased of C. H. Leach, a saddle worth \$37.50 and placed it in the hands of said Bell to take to his daughter who was still an infant, which said Bell promised faithfully to do, but has hitherto wholly failed & refused to do so or in any way compensate your respondent or his daughter but sold the said saddle & appropriated the funds arising therefrom to his own use.

Your respondent was security for said Bell for a debt of \$11.00 which your respondent had to pay. Your respondent also paid H. J. Morgan clerk's fee bill, against said Henry

amounting \$10.00 or \$12.00 ~~which the~~ ~~Attorney~~ ~~prosecuting~~ the suit agreed to give your respondent credit for on presentation of the fee bills they will be filed hereafter & marked "A" ^{(X) Grand Jurors} hereafter, having fully answered all that he is advised it is material for him to answer prays to be ~~himself~~ ^{or deposing} ~~discharged~~ with his costs. * ~~Not~~ ^{or deposing} ~~causing~~ ^{to be} ~~any thing~~ ⁱⁿ ~~but~~ ^{discharged} requiring proof of all material allegations.

Morgan & Duncan

Sworn to before me by S. A. Sprinkle, Nov 21st 1874.

James W. Orr, Clerk.

* Who is now a citizen of the State of Kentucky & has been for several years past.

This answer is excepted to be examined. This
contains therein the most set up any defense, it
they were true. 2. It is most responsive to the
bill December 26th 1874.

Edgar & Freeman

Ans. G. Sprinkle
ad 3 Answer
to L. Hamblin Adm^r

Filed by leave of court at
Nov Term 1874.

James W. Orr. clk.

Le. L. Hamblin adms
against } In dm.
Ira G. Sprinkle et al.

This cause came on again this
day to be heard upon the papers
formerly read ~~on the plff~~ and was
argued by Counsel. And the plff by
his Counsel admitting that the debt and
costs have been paid & settled with
him the cause is stricken from the
docket.

L. L. Hamblin
Adm

vs $\frac{3}{4}$ Decree -
Final -

Ina G. Sprinkle et al
Aug. T. 1882

Entered by Page 284
J. H. H. H. H.
Clerk

Enter this -
Sept. 7 1882
J. H. H.

Charles L. Hamblin admo^r Plffs }
Against } In ch
Ira F. Sprinkle et als defts }

This cause came on this day to be heard, upon the bill of the plaintiff and exhibits filed, the answer of Ira F. Sprinkle and Henry J. Morgan and general replications thereto; and the bill taken for, confessed as to each of the other defendants, and was argued by counsel. On consideration whereof, and for reasons appearing to the Court; it is adjudged ordered and decreed that the plaintiff, as the administrator of the estate of Thomas Flannery deceased recover from the defendant Ira F. Sprinkle the sum of sixty eight dollars, with legal interest thereon from 1st day of January 1862, till paid, and six dollars and 66 cts costs at law; subject to a credit of \$10.04. paid in fee bills to Henry J. Morgan, January 25th 1872, - and that the said plff recover from the said Ira F. Sprinkle, the costs of this suit to be taxed by the clerk of this court, and the Court doth further decree that unless the defendant ^{Ira F. Sprinkle} or some one for him within 20 days from the date of this decree, ~~then~~ the said sum interests and costs, then A. L. Pilemore, who is hereby appointed a special commissioner, therefor after advertising the same for at least 20 days by posting notice of the terms, times and places of selling, proceed on some Court day, at the front of the Court House of this county, to sell for a period of one year commencing on the first day of January 1876, all the lands in the bill mentioned and described, on which the defendant ^{Ira F. Sprinkle} now resides - He will require a sufficient

Charles L. Hamblin adms^r

vs } Decree -

Ira H. Sprinkle adms
August 5. 1875.
Entered Order Book
page 455.
James W. Orr. clk.

Enter this decree.
Sept. 3^d. 1875.
J. A. K.

^{order}
To be paid in hand, to pay the costs herein
allowed as decreed to be paid and the costs of sale,
and for the residue he will acquire bond from the
debtor, securing the remainder, bearing interest from
date and make payable, on the first day of
August, 1876, and report his action to some future time
January 1877. And the decree is continued -

Charles L Hambleen Admr vs.

H.

Ira G. Sprinkle -

Plaintiff

vs In chancery

Defendant

This cause came on this 30th day of November 1874 to be heard upon the ~~exceptions~~ to the answer of the defendant and it appearing to the Court that said exceptions are not sufficiently specific it is therefore adjudged ordered and decreed that they be ~~and~~ the same are hereby overruled whereupon the Plaintiff filed his general replication to the answer of the defendant and this cause is continued,

Chas L Hambleton
vs $\frac{1}{2}$ Decree
Ira G. Sprinkle

November Term 1874

Entered order Book page
408.

James W Orr, Clerk.

Enter

Book

Nov. 30/74

Let printing of Henry's letter to H. Smith

Letter signed by J. H.

Having a notice of the presence and presence of Henry

by letter to the same office of H. H. Smith, and

Monday the 22nd day of March 1876, present

together with the same which is printed in

with a view to be used as evidence in the

of the Department of the Interior and in the

now pending in the United States of the

University of the State of New York and

the day of the day of the day, and

the day of the day of the day, and

Monday the 22nd day of March

1876 is taking of the same as a question

is a question of the day of the day

22nd March 1876. A. H. Davis, Jr.

Henry's letter is a question of the day

of the day of the day of the day

of the day of the day of the day

of the day of the day of the day

of the day of the day of the day

of the day of the day of the day

On the 20th of January 1872 Ira G.
Spink settled and paid to me, two bills
which I then held, against James Henry
deceased amounting to \$10.00 One of which was
for gas due me as rate clerk of the County and
circuit clerk of Lee County amounting to \$6.50 and
the other as well as I now remember was for services
as Commissioner in taking depositions for him
amounting to \$3.50 and both of which as well
as I now remember was for my services to said
Henry in a chancery suit brought by him
against Andrew J. Wilson

And further two other bills to wit

Henry J. Wilson

Charles I. Smith another witness of said
case after being duly sworn depose that
I am
Charles I. Smith
Subscribed and sworn to before me this 20th day of January 1872
I, the undersigned, a Justice of the Peace in and for the County of Lee, State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the deposition of said Charles I. Smith as taken by me on the 20th day of January 1872.
Given under my hand and the seal of said County at the City of Jackson, Mississippi, this 20th day of January 1872.

Journal, 6. Winter

11/20/1905, Nov 18 Nov 25

Car. Huggins ~~vs~~ vs

vs } D. f. v

In H. Sprunk & als

Recd from the Justice before
whom taken & filed this
23rd 1870.

James W Orr, Clerk.

This Deed made the 17th day of July in the year 1868. Between one S. Sprinkle of the one part, and William S. Hurst of the other part, It is covenanted that the said S. Sprinkle doth grant, subject to the reservations and conditions hereinafter named, unto the said William S. Hurst the following property to wit: - the following tracts of land or interest therein which are legal or equitable, that is to say, the tract of land upon which I now reside on Powell's river conveyed to me by deed of record from James Garrison, and also the tract adjoining the above purchase of James M. Venable, and also 16 acres deed, by Charles Souk & A. S. Hunt adjoining the tract first named, also 50 acres lying above my home place on the North side of Powell's River conveyed to me by Robert Harris also 50 acres lying on the North Fork of Powell's River which I purchased of David Garrison, and upon which William Hurst now resides, and also the dower interest in the lands of the Estate of Vincent Hobbs which I purchased of Amanda Hobbs his widow & released to her her husband, retaining a lien thereon for the purchase money also all my personal property of every kind and description whatsoever consisting in part of two mares, 1 cold, 1 yearling filly and 1 back 11/2 yoke of oxen, 3 milch cows, and calves, about 40 head of hogs, swine and shoats, about 10 head of sheep, one or two horses, wagon & pole, 3 large ploughs, 4 shovel plows, 3 sto gear's hoes, shovels, snuff, tobacco including all farming utensils not hereinafter named, 14 Bee stands, 7 ~~clothes~~ press Beds, Beds Stead and necessary bed, clothes, 2 Bureaus, 12 chairs, 1 clock, 2 tables & chairs, 10 clothes press 1 large Brass Kettle, 1 large Iron Kettle, cooking utensils, Culboard ware and all other household and kitchen furniture - and not hereinbefore named, also 75 or 76 bushels of wheat now in shocks, about 250 dozen oats in the shocks, about 100 acres of growing corn cultivated by myself and all the rents that are due & will be due this fall from my renters and such crops as may be raised or laid from now until the 1st day of January 1870. Also one set of Blacksmith tools, and one set of carpenter's tools and also all notes, bonds, accounts, or other evidences of debt which may be due and owing to me from any person or persons whomsoever the foregoing property is granted and conveyed, subject to the following reservations and conditions, that is to say, the said grantor is to retain full possession of said property

except as modified by other conditions & restrictions until the 1st day of
January 1870, or until the expiration of the stay law should it be extended
beyond that period, and the said grantor also covenants from the grantee
made in this deed all the property, which the laws of the state guarantee
to him, free from distress or levy, such as to the grain and crops then growing
it is covenanted and agreed between the grantor and grantee that the
grantor is to retain & use of said grain and crops now produced or hereafter
to be raised, so much only, as shall be necessary for the support of the grantor
family, and the live stock hereafter conveyed in sustaining and feeding
the same, and the residue the said Trustee under his supervision and
control is to sell or dispose of, as he may think best, to discharge and pay
off interest & costs, which the law requires to be paid, now and other
exactions which are now pressing the grantor, the rest named property and
all other herein named, subject to the foregoing & subsequent conditions
& reservations is conveyed in trust to secure the payments of the following
debts by the first day of January 1870, if then collectible by law
that is to say, to M. L. Richmond's note due 25th December 1860 for \$100.00
and one other note due the same day for \$76.87 subject to a credit
of \$3.71 Jan 11th 1861, and one other note, due to same the 1st
of April 1862 for \$126.51. Subject to a credit of a horse June 6th 1862
at \$150.00 & note to C. Bond, Est. dated March 15th 1861 for \$26.36 & note to C.
Bond same dated March 15th 1861 for \$48.27. Note to William P. Hinkle
Now for the benefit of C. Bond & Co. due July 30th 1863 for \$114.72 subject to
a credit left 1st 1867 \$11.25 two notes to H. J. Morgan ad or C. Bond & Co.
for \$500.00 executed Jan 7th 1863 due 12 months after date, two notes due
H. J. Morgan ad or C. Bond & Co. amounting to \$138.00 executed Sept 2nd 1863 bearing
interest from date one half payable 20th August 1867 and the other half
the 20th August 1868 one other note executed by me (Wm. S. Sprinkle) to
W. S. Hurst to Henry J. Morgan for \$76.14 due 17 July 1868 & note to
Arthur Doake for \$100.00 with Ebenezer Fleming my security, which
note was executed previous to the war & note to Squire John Smith for \$67.25
given some time in 1860. Also of note to George Smith & son of
James Campbell for \$20.00 with J. M. Morgan security, note to the same

for \$20.00 given in March 1868. Note in the hands of H. J. Little due 1st
January 1867 for \$116.35 & July 27th 1865 by cattle \$36.00 & Feb 15th 1867 by
land \$24.38. Note in the hands of same due Feb 7th 1861 for \$40.12. It is
further covenanted and agreed between the grantor and grantee that the tract
of land, herein first conveyed as the place upon which the grantor resides
is subject to the following reservations and conditions on account of contracts
which the grantor has heretofore made with the parties hereafter named, and
said contracts, and the rights arising thereunder are expressly reserved from
the operations of this deed, that is to say, William Lee is to occupy the house
& lot where he now lives 10 years at \$35.00 per year, payable yearly, the first
payment, the 1st April next, which sum is also conveyed in trust as above
to the grantee, he is also to have in addition pasture for two cows & two horses
and Cecil Parsons is also to have a homestead off of said tract supposed
to contain 25 acres for 15 years for which he is to build a house & pay me
one hundred dollars in the year 1868 & \$100.00 in the year 1869, both of which
sums are hereby conveyed and transferred to said grantee in trust as
aforesaid. Now, if the said debts hereafter named are not paid by
the 1st day of January 1870, it is further covenanted and agreed between
the grantor and grantee that the latter may, when required by any
creditor before named, sell as the law requires, as to time and place,
the personal property first, one half cash & the other half on 6 months time,
with bond and good security, and should it become necessary to
sell any of the real estate, it shall be sold as the law requires on
six and twelve months time, taking bond & good security, and re-
taining a lien upon the land for the purchase money & in
all other things & matters, the said Trustee shall proceed as the
law requires. Witness the following signatures and seals.

Wm. S. Sprinkle Trustee
Wm. S. Hurst

Lee County, Court, Clerk's office, the 17th day of July 1868. This
Indenture of bargain and sale for land, and personal property
between Wm. S. Sprinkle of the first part, and William S. Hurst
Trustee for the benefit of the creditors herein named, of the other part,

was acknowledged before me by the said, Ira G. Sprinkle, to be
his act and deed for the purposes therein mentioned, and the said deed
being duly stamped, is admitted to record.

Wm. John B. West, D. Clerk.

I also desire, and do hereby enclose in the foregoing deed of Trust
a note of \$72.76 due Abraham Flanery, executed the 17th of August
1868, and also the following notes executed to George L. Blinn, now
in the hands of and due W. H. Warner, a son of Ira Warner deceased,
to wit: one note for \$10.00 due January 1st 1860, subject to a credit
of \$6.00 paid Feb 21st 1861, one note of \$62.81 due Feb 21st 1861 subject
to a credit of \$44.07 paid Dec 16th 1861, and one other note due
same of \$14.83 due January 31st 1861. Given under my hand this
17th of Aug 1868.

Ira G. Sprinkle
mark

Attest John B. Gibson, D. C.

(11)

Wm. J. Howard Trust
True Copy of Deed of Trust

Ira G. Sprinkle

Recorded in Deed

Book 12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-25

This Deed, made this 5th day of September 1872, between Ira C. Sprinkle and John C. Olinger of the first part, and Auburn C. Bridgman Trustee of the other part, all of Lee County Va. Witnesseth, that whereas Johnson F. Horton administrator, of the estate of Hiram Kilgore deceased, lately to wit at the June term 1872 of the County Court of Lee County obtained against the said Ira C. Sprinkle and John C. Olinger a judgment for the sum of \$1240. with legal interest thereon from the day of June 1866. and whereas the said Horton by the consent and direction of the heirs and distributees of the estate of the said Hiram Kilgore, has compromised the said judgment, by receiving the amount thereof to the sum of \$1000. to be paid in five equal annual installments commencing on the first day of January 1874. and whereas the said Ira C. Sprinkle and John C. Olinger, as his security thereon have this day executed five writings obligatory sealed with their seals and signed with their signatures, bearing date the 5th day of September 1872, whereby they bind themselves to pay to the said Johnson F. Horton administrator aforesaid two hundred dollars by the first day of January 1874, and so on annually till the said thousand dollars should be fully paid, and whereas the said Johnson F. Horton administrator aforesaid accepts the same when fully paid as a discharge and full satisfaction of said judgment, and whereas the said Ira C. Sprinkle and John C. Olinger are desirous of receiving the payments before stated, falling due annually as aforesaid, and therefore in consideration as well as the sum of one dollar to the said Bridgman Trustee as aforesaid, in hand paid the said Ira C. Sprinkle and John C. Olinger do hereby bargain, sell and convey to the said Bridgman Trustee as aforesaid all the right title and interest they may have legally & equitably in and to a certain tract of land owned formerly by said Sprinkle and purchased by him from James M. Monahile and conveyed to him by a commission appointed by the County Court of Lee County Va. for the purpose of conveying the legal title vested in the heirs of said Monahile, which said tract is situated in Lee County Virginia near the said Sprinkle's home place and for a particular description of which reference is made to said deed, and they also grant bargain sell

and convey unto the said Fridesmore trustee as aforesaid, all the right, title and interest that they the said Sprinkle and John B. Olinger may have in and to a certain tract or parcel of land, situated in said County of Lee, on the waters of Fowles River and on which the said Sprinkle now lives, and for notes and bonds thereto reference is hereby made to the said Sprinkles title papers thereto now should the said Sprinkle or John B. Olinger pay the said bonds before alluded to in or by the time or times the same falls due, then no sale is to be made under this deed, but should they fail to pay the said sum of \$1000. as it falls annually due commencing on the first day of January 1874, then it shall be lawful for the said trustee after posting notices on the front door of the court house of said County and in the neighbourhood where the land lies for at least 30 day before sale to proceed to sell said lands or so much thereof as may be necessary to pay the amounts due at the time of sale, that is to say he may sell so much as may be necessary to pay each of 200. bond as the same falls due, but the said Sprinkle in his representative, is to have the direction of which of the lands shall be first sold, and whether sold all together or in small quantities, and it is further agreed that the said Horton is to receive any payments offered by said Sprinkle or Olinger, whether the same be due or not, when offered in sums of \$50 or over, and the trustee is to have for his services in the event sale is made the fee now allowed by law, together, with his charges for writing and recording this deed, witness the following signatures and seals this the day and year above written

Era ^{his} B. Sprinkle Seal
^{master}
John B. Olinger Seal

Lee County Court Clerk's Office the 5th day of September 1872

The foregoing deed of trust from the said Sprinkle and John B. Olinger to H. L. Fridesmore trustee, all of Lee County Virginia was acknowledged before me by the said Sprinkle & Olinger to be their act and deed, for the purposes therein mentioned, and being duly stamped is admitted to record.

Lester Hamer W. O. W. Clerk,
Notary Public for Lee County, Va.

A. G. Tidmore ^{his}
Sister's Copy of Good Trust

Sra B. Sprinkie
Records in Good
Book etc 16 Pages
157-8.

John W. Vibron
A copy.
Lester James W. Orr, clerk.

The Commonwealth of Virginia,

WE COMMAND YOU, that of the goods and chattels of

TO THE SHERIFF OF LEE COUNTY---GREETING:

Ira Q Sprinkle

late in your bailiwick, you cause to be made \$ *68.00*
with legal interest thereon, from the *1st* day of *January*, 18*62*, till paid,
which *Thomas Flanery*

lately in our County Court of Lee County, has recovered against *him* by suit for *Debt*
also, \$ *6.66* which to the said *Flanery*
in our said Court were adjudged for *his* costs in that behalf expended, whereof the said
Sprinkle is — — convicted, as appears to us of record.

And that you have the same before the ~~judge~~ *Judge* of our said Court, at the Court-House on the first
Monday in *November* next, to render to the said *Flanery*
of the *Debt* — and cost aforesaid.

And have then there this writ. Witness, JOHN B. WEST, ~~Deputy for SYLVESTER E.~~
~~THOMPSON~~, Clerk of our said Court, at the Court-House, this *7th* day of *September*
1870, in the *95th* year of the Commonwealth.

John B West. Clerk,

L. 3.16

S. 2.50

E. .50

i. .50

\$ 6.66

No 6 (217)

Thomas Flanery

vs } Hi Ha
}

Ira C Sprinkle

November Rules 1870.

no property found
d liable to Levie

William M Sage

Le. L. Hamblin decr. Plffs } Indr.
against
Jra G. Sprinkle et al. defts }

This is a bill filed to enforce a Judgment of the County Court, obtained at Term 1868 in the name of Thomas Flannery decedent of the plffs, for \$68. and interest from 1st January 1862.

The copy of the Judgment shows its date, in whose name & when rendered.

The defendant Jra G. Sprinkle seeks to avoid this Judgment, by alleging in his answer that one Marcus C. Beel is equitably owner of the debt, and was so at the date of the rendition of the Judgment. and that he has legal offsets now, and then had such offsets against said Beel. This is a legal defense and should have been made at the time the Judgment was rendered. The matters of offset set up in the answer, not proven, and if they were they are barred by the statute of limitations, on which unless the Court were herein presented he true. The plffs. can under the General replication reply the last item claimed was for the alleged sale of a saddle in 1864. The answer was filed 1874 hence that item is barred, and hence, the item of 1858 would also, ^{be barred} The few bills paid for Thomas Flannery are conceded to be proper credits if they had been authorized by said Flannery to have been paid which is denied.

But the view of the plff is that no, offset arising before the Judgment can be relied on by an answer; but the same if sought to be enforced

must be by Cross bill, in which the plff could
set up in his answer, the statute of limitations -
So that the matters set out in said answer are
such facts as can ^{not} be relied on by the de-
fendant, as a defense to this judgment - But
if insisted upon by the defendant, they must
be brought before the court in a cross bill where
the plff can, and can only make his full
and complete defense. But if the court should
take a different view than the plff claims
in the limitation if the court should think the
said claims or any of them sufficiently proved.

Le. L. Hamblin admsr

vs J. P. Buef

In G. S. Minkles case

J. P. Buef

Mr C L Hamblein Sheriff and I am of Thomas
Hannay deceased take notice that on ~~Thursday~~ the
19th day of March 1875, at the dwelling house of J M
Dorton in the County of Wise and State of Va. will pro-
ceed to take the deposition of Sally Dorton and others
which depositions are intended to be read as evidence
in my behalf in a certain suit in Chancery in which
you as Administrator as aforesaid are plaintiff and myself
and others defendants and that on Monday the 22nd
day of March at the law office of C. S. Duncan in
the Town of Jonesville Va I will proceed to take the
depositions of H. F. Morgan and others to be read as
evidence in my behalf in said cause and
if from any cause the taking of said deposi-
tions cannot be completed on that day then
to adjourn from day to day and from place
to place until they are finished

March 11th 1875

Respectfully

Ira G. Sprinkle
by M. W. Atty

Ira G. Sprinkles
Secy & Notary
C. L. Hamblen Secy & Notary

Receipt the legal divorce of the
within named March 12th 1875.

To W. Hamblen & Co.
Secy & Notary

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY--GREETING:

WE COMMAND YOU TO SUMMON *Ira J. Sprinkle, Wm S. Kurek Trustee, M. D. Richmond, R. J. Morgan, John Smyth, J. J. Lloyd Esq. of the last will & testament of Boyd Dickinson dead, John C. Olinger, M. & C. Flisak admors of the Est of C. Cook dead, Martin Drake, Offman Flannery, George Leabrook admor of the Est of Jas Garrett dead, Lu Jearre, A. J. Litter, A. L. Richmond Trustee and Johnson R. Horton Admr of the will annexed of Hiram Kilgore dead.*

circum

To appear before the Judge of our County Court of Lee County, at the Court House, in the Clerk's Office, at Rules to be holden for said Court, on the first Moday in October next, to answer a bill in Chancery, exhibited in our said Court against *them* by *Charles L. Hamblin Sheriff Admr. of the Estate of Thomas Flannery dead.*

And have then there this writ. Witness, **JAMES W. ORR**, Clerk of our said Court, at the Court House, this *15th* day of *Sept* 18*74* in the *29th* year of the Commonwealth.

James W. Orr Clerk.

11670

C. L. Hamblin Adm'r.

as Spec in Chy.

Per A. Spruile

Oct. Rules 1874

Sep 26 1874

Executed by delivering
copies to each of the
noted names on this

C. L. Hamblin